

BKC PROPERTIES PRIVATE LIMITED

CIN : U45200MH2003PTC142869 / GSTIN : 27AACCB2539C1Z3
C/62, Vibgyor Towers, 9th Floor, Bandra-Kurla Complex, Near Citi Bank, Bandra (East),
Mumbai: 400 051. ☎ : 43 11 9000, E-mail: kbpl_mum@yahoo.com

WORK ORDER

Date : 29.02.2020

Ref. No. : **BKC/C62/121/SO**

TO,

M/s B-TECH ENGINEERING

55/6 MOHAMMED BORI CHAWL,

R.S.NIMKER MARK, FARAS ROAD, Mumbai 400 008

GSTIN: **27AIDPA3348Q1Z1**

Kind Attn: Mr. Badre Alam 8692988884

Email id: btech_engg@yahoo.co.in

Subject: Supplying & fixing of Sintex tanks at Terrace level for Fire Fighting works at Vibgyor Tower, BKC, Mumbai.

PREAMBLE

Employer/Owner/Applicant/Us: **M/s. BKC Properties Private Limited**

Vendor/Contractor/Beneficiary/You: **M/s. B-TECH ENGINEERING**

1) SCOPE OF WORK

The scope of your work shall be as per attached Bill of Quantities (BOQ). The rates mentioned in the BOQ are all inclusive including all taxes & duties, labour welfare cess, municipal cess, loading and unloading, insurances, and all other charges and surcharges applicable as of date of work order, Except CGST + SGST which shall be paid extra as shown in the Bill of Quantities.

2) DATE OF COMMENCEMENT & COMPLETION

The work will commence from the date of acceptance of order and shall be completed as per the schedule approved by the Project In Charge.

3) TERMS OF PAYMENT

a) 100% against RA Bill submission on pro-rata basis completion post certification from Project In charge. Payment of this bill amount shall be paid within twenty-one days from the date of receipt of certificate from Project In charge.

b) Retention Money: NA

4) DEFECTS LIABILITY PERIOD : NA

5) LIQUIDATED DAMAGES

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In case the Vendor fails to perform as per the agreed time schedule, Owner shall levy penalty at the rate of 1/2 % (Half percent) of value of the contract per week subject to a maximum of 5% (Five percent) of the total contract value. The balance work shall be carried out by Owner, by appointing another agency at the cost and risk of the Vendor. Amount thus due from the Vendor shall be recovered from the amount payable to the contractor on this work or any other work with the Owner.

In case the delays are not attributed to the contractor (unless established by the Contractor), he will get the extension of time, solely on merits of the case presented for extension as deemed tenable by the Owners and/or their representatives.

6) GENERAL CONDITIONS

a) It is assumed that the contractor has visited the site and studied the drawings and is aware of all site constraints and preliminary works need to be executed, before executing actual works. His rates are deemed to be inclusive of all preparatory works and nothing extra will be paid to him, on any account whatsoever.

b) Contractor shall mobilize adequate resources to complete the work in given time schedule.

c) Quantities are approximate and can vary to any extent. Contractor shall confirm the quantities from project in charge before execution. Contractor shall have no claim whatsoever on account of this quantity variations.

d) Contractor shall follow all the rules and regulations as per local and government norms.

7) INSURANCE

Contractor shall be required to obtain Workmen's Compensation Policy covering the entire duration of the work. Owner will be taking CAR (Contractor All Risk) policy for entire project. In case of submission of claims if any by the contractors with regard to CAR Policy, the Company will provide the details to the Contractor about the same and Contractor will be responsible to prepare the necessary documents and to take up the matter of process of the claim with the Insurance Company.

8) TAXES AND DUTIES

Rates for various items of works are all inclusive and the same shall be as mentioned in the 'Bill of Quantities' enclosed with this Work Order. These are inclusive of all taxes and duties including Labour Welfare Cess, Insurance, handling and testing, loading and unloading, Except CGST + SGST which shall be paid extra as mentioned in BOQ.

The contractor will have to furnish the proofs regarding the payments towards statutory taxes and duties for the preceding months along with the bill for the month. It will be incumbent on part of the contractor to interpret the laws concerning taxes and duties correctly and evaluate the liabilities of

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taxes and duties, which are mentioned in the Bill of Quantities. The contractor shall not be entitled for any additional amount due to misinterpretation of laws regarding taxes and duties on his part.

Any variation in statutory Taxes/Duties if any will be paid extra as per applicable rates.

9) GST RELATED CLAUSES

In accordance with the provisions of The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The State Goods and Services Act, 2017 (respective State Act), The Union Territory Goods and Services Tax Act, 2017 and applicable Rules, Circulars, Notifications, Clarifications, etc. (as may be issued from time to time) ("GST"):

- a) The Contractor hereby agrees and undertakes to pass on by way of commensurate reduction in Order Value due to (i) reduction in the rate of tax on any supply of goods and/or services and/or (ii) due to the benefit of Input Tax Credit under GST that may be available to the Contractor. In this regard, the Contractor agrees and undertakes to disclose all the requisite details of its Input Tax Credit to the Owner to enable to arrive at the said reduction in Order Value.
- b) The Contractor agrees and undertakes to issue and furnish GST compliant invoice in a timely manner and also agrees and undertakes to upload on the GST website (GSTN) the requisite information as may be required in respect of the said invoice.
- c) The parties hereby agree that the frequency of raising and furnishing invoice by the Contractor shall be every [mention here the frequency period, eg. monthly, fortnightly, every 15th of the month, etc. as the case may be].
- d) The Contractor agrees and undertakes to make timely payment of tax under GST such that the Owner is able to claim Input Tax Credit in accordance with the provisions of GST in a timely manner. In this regard. The Contractor agrees and undertakes to furnish copy of tax challan to the Owner as proof of payment of the said tax.
- e) The Contractor agrees and undertakes that it shall take requisite steps such that there is no mismatch under GSTN in respect of the invoices raised and furnished by the Contractor to the Owner. Further, the Contractor agrees with the Owner that in case of any mismatch, the Contractor agrees and undertakes to rectify the mismatch and resubmit the revised / amended invoice / credit note to the Owner immediately prior to the next month's processing for GSTN uploading.
- f) The Contractor agrees that the Owner would pay for the invoice after the confirmation of the entry without any mismatch on GSTN. Any queries in this regard should be settled between the parties before uploading the details in the GSTN.

10) SAFETY PRECAUTIONS

The contractor shall observe all necessary safety precautions to safeguard his personnel, plant, machinery, other personnel, equipment and completed works at site. He will comply with all the

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requirements of safety norms both as per prevailing laws and as per ISO Manual of the owner. He will remain solely liable for any claims or damages arising out of non-compliance of such safety precautions and would indemnify the owner from any such claims or damages.

11) SAFETY BREACH

The contractor shall organize his operations in a workman like manner and take all necessary precautions to provide safety and prevent accidents on the site to both, persons and property. The same is applicable to his sub-contractor/s, if any. Any accident taking place during the tenure of his contract, causing any injury to the life of any individual shall be treated as breach of provisions of the safety clause of the contract and the contractor will be liable for the recovery of damages by the owner as given below.

- Owner shall impose a fine on the contractor of Rs.50/- (Rs. Fifty Only) per instant a worker is found not wearing a helmet / Safety Shoes at work site.
- Owner shall impose a fine on the contractor of Rs.500/- (Rs. Five Hundred Only) per instant a worker is found not wearing a safety belt at work site.
- Owner shall recover from the contractor, an amount of Rs.50, 000/- (Rupees Fifty Thousand Only) per accident causing injury.
- Owner shall recover from the contractor, an amount of Rs.100, 000/- (Rupees One Lac Only) per accident causing loss of life.

12) ENVIRONMENTAL PRECAUTIONS

You shall observe all necessary precautions and take all necessary measures to ensure that your personnel, workers, subcontractors or suppliers as well as equipment's and vehicles the norms regarding emission levels and noise levels as laid down by the statutory authorities shall be strictly adhered to. All the vehicles coming into site on behalf of the contractor shall have valid PUC Certificate & the drivers shall have valid licenses. You will similarly observe all norms regarding disposal or treatment of all types of waste matter and shall be entirely responsible for any claims, damages or penalties in event of non-compliance. You shall indemnify us from any and all claims, damages or penalties and will remain liable for the losses caused to us as a result of your non-compliance of the said requirements.

13) WATER AND ELECTRICITY

Water & Electricity will be provided by Owner at one point which will not be charged. Further distribution shall be arranged by the contractor at his cost as per rules and regulations of the governing bodies.

14) IDLING CHARGES

The contractor shall have no idling claims on any accounts for any reasons whatsoever in case of the work is suspended by the owner.

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15) INDEMNITY BOND

Contractor shall indemnify Owner and shall keep them indemnified and save harmless from any losses, costs, suits, charges or legal actions brought against them due to any injury or damage to the property or loss of life of their employees/customers or any other individuals or animals visiting the premises caused due to construction activity carried out by yourself throughout the period of construction and till such time the site is completely cleared and handed over by you. Similarly you will also indemnify the owner against all the risks, costs, law-suits or any other proceedings brought against them due to your non-compliance of rules and regulations laid down by Government, Statutory or Local bodies including PF/ESIC and Safety during the course of the contract.

16) LABOUR LAWS

In the evaluation of Contractor's rates for the various items of work, Contractor have taken into account all the provisions of all Labour Laws applicable to work place, which interalia includes, but are not limited to Central / State labour laws and regulations / rules made thereunder, including the adherence to the provision of (i) The Minimum Wages Act, 1948, (ii) The Contract Labour (R&A) Act, 1970, (iii) The Employees' Provident Fund and Miscellaneous Provisions Act, 1952, (iv) Employees Compensation Act, 1923, (v) Employees State Insurance Act, 1948, (vi) Building & Other Construction Workers (RE & CS) Act, 1996, applicable as on date to the construction labour and contractor personnel. The liability for compliance with all these laws rest entirely with Contractor and Contractor shall indemnify Owner completely on this account. Contractor will furnish us all necessary details about contractor's labour and other personnel employed on the project, as and when required by Owner, in compliance with the above requirements.

PF & ESIC registration will be mandatory for all contractors executing works under this work order. All Invoices will have to be produced supported with the following documents, mandatorily.

No.	Title	Act
1	Register of Building Workers – Form IX	BOCW
2	Muster Roll cum Wages Register – Form II	Minimum Wages
3	PF Challan	PF
4	PF Remittance Confirmation Slip	PF
5	PF ECR	PF
6	Form 11 (Revised)	PF
7	ESI Challan / Online Payment Confirmation Slip / Date of Challan Payment	ESIC
8	ESIC Monthly Contribution Details (ECR)	ESIC
9	WC Policy (Endorsement if combined)	WC
10	LWF Payment Receipt (Jun & Dec)	LWF

The contractor shall ensure to abide by the guidelines of compliance audits by owner and inspections by the concerned authorities, as and when called for, with all the compliance documents and relevant records.

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17) PF & ESIC CLAUSE

PF & ESIC registration will be mandatory for all contractors executing works under this work order. RA bills will have to be produced supported with copies of wages/salary slips, attendance muster, PF Challans, ESIC challans, ECR (Electronic challan cum return) for relevant period of PF & ESIC for workers working at the site, Copies of form-11 of workers working at site and declaration by the contractor on his letter head regarding the compliances of PF & other labour laws (format available with site billing engineer).

18) Contractor will have to co-operate with all the nominated sub-contractors by the owner.

19) No part of the work shall be assigned or sub- letted without written consent from the owner.

20) Rates are firm till the completion of work in your scope. You will not be entitled for any escalation on any account for any reason whatsoever.

21) SUSPENSION OF THE WORK

The vendor shall, on the written order by the Owner suspend the progress of the work or any part thereof for such time or times and in such manner as the Owner/Consultant may consider.

22) Owner reserves the right to terminate the contract, if the contractor does not maintain the quality or/and schedule of works as per the contract or does not comply with the requirements or rules/regulations of local or government or any statutory bodies.

23) MISDEMEANOUR ON PART OF THE CONTRACTOR

In the event of any misdemeanor on part of the contractor or his involvement in unethical / corrupt practices or his attempt to unduly influence the owner's / consultant's personnel for any reasons whatsoever, the owner shall have full right to terminate the contract without any notice to the contractor and forfeit all the money payable to the contractor without prejudice to any other remedy available under the terms of contract, to complete the balance work at the risks and costs of the contractor.

24) Every bill shall have contractor's PAN Number & GST Number.

25) FORCE MAJURE CONDITIONS

Notwithstanding anything contained hereinabove, neither party to this contract shall be liable to the other for discharging of its obligations under the terms & conditions of this order where,

From the date of issue of the Order till the testing & Commissioning, if there occurs an event of Force Majeure which includes, but not limited to, earthquake, floods, or terrorist attacks, war (if declared or not), hostile invasion, act of foreign enemies, rebellion, revolution, insurrection, military

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or usurped power, strike, civil war, riot, commotion or disorder or any other irresistible force, adverse market conditions or any other reasons beyond control of owner & contractor, which may affect his business directly or indirectly, the owner shall have the option to indefinitely suspend this contract, if such Force Majeure continues for a period of 30 days or beyond, with mutual agreement with the Contractor.

26) ISO 14001: 2004 & ISO 18001: 2007

The owner has committed for Environmental, Occupational Health & Safety aspects in design & construction of all its activities, products & services. The owner is registered under ISO 14001: 2004 for Environmental Management System & under ISO 18001: 2007 for Occupational Health & Safety Management System. Hence the contractor has to follow provisions of ISO 14001: 2004 & ISO 18001: 2007 along with the owner's manual which is kept at site, the cost of which is deemed to be included in the agreed price.

27) APPROVAL OF DESIGNS, SHOP DRAWINGS, SAMPLES

Designs, Shop Drawings and Samples of all the materials shall be submitted to the Owner by the Contractor for approval before commencement of work. All the materials used shall be of approved make (described elsewhere in the specifications) unless specified otherwise.

28) MATERIAL INSPECTION

Material Inspection if required will be done from authorized material testing laboratory.

29) ASSIGNMENT AND SUB-LETTING

Assignment and subletting the work or any part of it to other Contractor(s) is strictly prohibited. The Contractor shall not sublet the work either in whole or in part without written consent of the Architect and the Owner.

30) OWNER SCOPE

a) The Owner will not procure any materials for the said contract. If The material procured by the Owner shall be under the ownership of the Owner without any transfer to the Contractor. All the balance material required in the execution of the required work shall be to the account of the Contractor.

31) HOUSE KEEPING

The Contractor shall always keep his work site, site office, approach road and surroundings clean and tidy, free from dust, rubbish, scrap, surplus material and unwanted tools and equipment. All scaffolding and temporary structures shall be removed as soon as the job for which these are intended is complete. Owner has right to stop work if the Contractor fails to improve upon the

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house keeping after having been notified and other agencies will be deployed at Contractor risk & cost.

32) PROTECTION OF COMPLETED WORKS

The Contractor must protect all the works till the same are handover to the client. Any damages to the works before handing over shall be at contractors account and same shall be rectified.

33) PROTECTION TO OTHER TREADS COMPLETED WORKS

While carrying out the works, it is the responsibility of the contractor to protect the completed works of other trades to which may get damaged during his work in order to avoid any damages to it. Such protection shall be removed and works cleaned before handover by the contractor.

34) SUPERVISION

The contractor shall deploy qualified and experienced site supervision staff to monitor day-to-day works for its coordination, workmanship, housekeeping, safety etc.

35) MODE AND RECORDS OF MEASUREMENTS

The payment for any completed work shall be on the basis of the joint measurements as certified by the owner's project in charge. Unless otherwise specified in this work order or BOQ, all the measurements shall be taken in accordance with IS 1200.

36) OVERTIME

Contractor shall perform work on all days of the week including Sundays and other holidays, except if directed otherwise by Owner from time to time. Rates set out in the Schedule of Rates apply to all days including Sundays and holidays. If required the Contractor shall obtain necessary permission from local authorities and neighboring landowner to carry out the work at night, Sundays and holidays.

37) REMOVAL OF IMPROPER WORK AND MATERIALS

The Project Manager/Owners or his representative shall during the progress of the works have power to order in writing from time to time.

a) The removal from the site within such time or times as may be specified in the order of any materials which in the opinion of the Project Manager /Owners or his representative are not in accordance with the Contract.

b) The substitution of proper and suitable materials.

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c) The removal and proper re-execution notwithstanding a previous test thereof or interim payment therefore of a work which in respect of materials or workman ship is not in the opinion of the Project Manager /Owners or his representative in accordance with Contract.

38) EXTRA WORKS

All authorized extra works, omissions and variations made without the Architect's knowledge, if subsequently sanctioned by him in writing, shall be adjusted for at final settlement. Rates for pricing variations shall be annexed to the contract. The decision of owner regarding rate of extra items shall be final and binding on contractor.

In the event, there is loss or damage at site to any materials which are used by the owner for the work, the Contractor agrees to be liable since the Contractor is executing the contract.

39) ANTI-CORRUPTION POLICY

The Vendor will abide by and comply with the conditions of the Anti-Corruption Policy, as a binding obligation under this contract.

40) PROCEDURE FOR SUBMISSION OF R.A. BILL

The Tax Invoice should be in the name of M/s. BKC Properties Private Limited, 9th Floor, Vibgyor Tower, Plot C-62, BKC, Bandra (E), Mumbai 400 051.

The Joint Measurements recorded with our Site Engineer and certified by our Project In-charge shall be attached along with every Running Bill.

Points to be mentioned in Tax Invoices.

- a. Tax nos. like PAN, GSTIN, CIN No.
- b. Billing Company
- c. Billing Address of the Company
- d. Tax Invoice No.
- e. Bill of Supply
- f. Date of Tax Invoice/Date of Bill of Supply
- g. P O No. on Tax Invoice/Bill of Supply
- h. P O Date on Tax Invoice/Bill of Supply
- i. Building No. /Wing No.
- j. Tax Invoice/Bill of Supply: Period: From..... To
- k. Declaration of GST payable on reverse charge by the Company (Y/N)
- l. HSN code with description of Service in Tax invoice
- m. Place of Supply/Services in Tax Invoice
- n. Name of the State
- o. State Code
- p. Discounts in Contracts

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Document to be attached along with Tax Invoices.

- a. Photocopy of Purchase Order
- b. Photocopy of RC's of GSTIN, CIN etc.
- c. Copy of drawing of completed works.
- d. Copy of Debit Register (If Any)
- e. Measurement sheet of Joint Records taken with Owner's Site Engineer/Project In charge.
- f. GST Paid Challan (Relevant period or Previous period as the case may be)
- g. Original + duplicate + Triplicate for goods supply
- h. Debit/Credit Note-Serial number of corresponding Tax Invoice as the case may be.

Tax Invoice should be in Standard Format & duly signed by Vendor and shall be in typed form. Handwritten tax invoice will not be accepted.

The measurement for the work should be as per mentioned in BOQ.

After checking of the Tax Invoice if any corrections are noticed then vendor shall replace the tax invoice with corrections or shall accept the corrections by signing on bills for acceptance.

Vendor shall ensure while submitting the First Running Account bill that the acknowledged Copy of work order is necessary to be attached with the First RA Bill, which shall be duly acknowledged/Signed by his authorized Signatory.

41) ARBITRATION CLAUSE

In case of disputes if any, between the parties hereto arising out of the Agreement herein including the determination of the quantum of the amount payable to the Contractor by the Owner for the work done by them and/or the quantum of amount as damages payable by the Contractor to the Owner such disputes shall be submitted for Arbitration under the provision of the "Arbitration & Conciliation Act, 1996." The venue of arbitration shall be at Mumbai. All disputes pertaining to this order will be settled in courts having jurisdiction in Mumbai.

42) GOVERNING LAW

This order shall be governed by Indian Law & the legal jurisdictions of this order shall be in Mumbai.

43) ORDER CONFIRMATION

The confirmation of this Order shall be in writing which includes e-mail, and which shall constitute a contract. The confirmation shall be communicated within 3 days of receipt of this order. If the Contractor does not accept the Work Order within 3 days from the date of receipt, the company shall be at liberty to consider it deemed accepted or cancel the same without incurring any liability whatsoever.

Wishing you a very happy and lasting association with us.

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Bill of Quantities

S. No	Item Descriptions	Unit	Quantity	Rate Rs./Unit	Amount
1	Fire tanks works at 13th floor level. Providing & Installation of Sintex Tanks (5nos X 5000Ltr) for Fire frightening at 13th floor level with all required connecting pipes, nipples, hardware etc including installation of required, lifting & shifting of all material up to required level, Removal of existing tanks from 10th floor level, all necessary tools tackles, manpower etc. all complete. (Owner will provide 3 Nos Tanks lying at site)	AU	1	57457.00	57457.00
	Sub Total Rs.				57,457.00
	Add GST @ 18%				10342.00
	Total Rs.				67,799.00

For BKC Properties Private Limited

Authorized Signatory

We Accept

For B-TECH ENGINEERING

Authorized Signatory